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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Broad; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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COOK COUNTY, ILLINOIS  
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## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on December 18, 1989. The mortgagor is WALTER HILTON, divorced, not single, remarried ("Borrower"). This Security Instrument is given to Affiliated Bank/North Shore National Association of America, which is organized and existing under the laws of the United States of America, and whose address is CHICAGO, ILLINOIS 60626 ("Lender"). Borrower owes Lender the principal sum of thirty six thousand and 00/100 Dollars (U.S. \$36,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT NUMBER 110, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:  
THE SOUTH 25 FEET OF LOT 4 AND ALL OF LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S ADDITION TO EDGEWATER, IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1977 AND KNOWN AS TRUST NUMBER 41091, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24231378; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PIN # 14-05-406-022-1045

which has the address of 5740 N. Sheridan #110 Chicago  
60660 (Street) (City)  
Illinois ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Blankforms, Inc.

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Prepared by: MARYAM UDIAISHO for Affiliated Bank/North Shore National  
Affiliated Bank/North Shore National  
1737 Howard Street Chicago IL 60626  
GAYTE Hara  
MAIL TO:

(**Leave Blank Below This Line Reserved For Lender and Recorder**)

My Commision Expires 10/7/91  
Cook County  
Notary Public, State of Illinois  
Deborah Kerr Harris  
"OFFICIAL SEAL"

My Commission expires:

Given under my hand and official seal, this 26th day of December, 1896.

set forth.

I, THE UNDERSIGNED,  
WILLIE HINTON, DIVORCED AND NOT SINCE REMARRIED  
do hereby certify that .....  
a Notary Public in and for said county and state,  
..... personally known to me to be the same person(s) whose name(s)  
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
..... delivered the said instrument as HIS free and voluntary act, for the uses and purposes herein

**—8070/1981—  
(SCB)**

<p><b>Instrument</b> [Check applicable book(s)]</p> <p>This Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable book(s)].</p> <p><b>Instrument and the coverants of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of each such rider(s) executed by Borrower and recorded with it.]</b></p>	<p><b>Other(s) (Specify)</b></p> <p><input type="checkbox"/> 2-4 Family Rider  <input type="checkbox"/> Condominium Rider  <input checked="" type="checkbox"/> Residential Rider  <input type="checkbox"/> Grandparent Rider  <input type="checkbox"/> Planned Unit Development Rider  <input type="checkbox"/> Other(s) (Specify)</p>
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22. **Var var of Homestead.** Borrower waives all right of homestead exemption in the Property.  
23. **Security Instrument.** If one or more of the debtors are executed by Borrower and recorded together with this instrument, the co-owners and beneficiaries of each Security Instrument as if the creditor(s) were a part of this Security Instrument [Check here if capable back(s)].

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by affidavit) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property included those owned by Lender or the receiver shall be applied first to payment of management costs of maintenance of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

but not limited to, reasonable attorney's fees and costs of title evidence.

this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

extinction of a debt or any other debt of Borrower to Acceleration and Foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

informed Borrower of the right to reinstate Affilee acceleration and the right to assert in the foreclosure proceeding that the non-

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date by which the default must be cured; and (d) the consequences of non-compliance.

19. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**NON-UNIFORM COVENANTS:** Borrower and Lender further covenant and agree as follows:

## UNOFFICIAL COPY

MULTISTATE CONDOMINIUM RIDER—Single Family—FHA/MC UNIFORM INSTRUMENT Form 3140 12/83

(Seal)

(Seal)

(Seal)

WILLIE HUTCH

(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them, disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower before the date of instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Any amounts disbursed by Lender under this paragraph F shall bear interest from the date of instrument until paid.

(iv) Any action which would have the effect of rendering the policy of self-management maintained by the Owners' Association unacceptable to Lender.

(iii) Termination of professional management and assumption of self-management of the Owners' Association; Lender;

(ii) Any amendment to any provision of the Constitution Document if the provision is for the express benefit of common domain; or

(i) The abandonment of ownership or destruction by fire or other causality or in the case of a taking by condemnation or consent, either partition or subdivision the property or cause to Lender and with Lender's prior written

E. Lender's Prior Consent. Borrower shall notify Lender of any assignment as provided in Uniform Convention 9, shall be applied by Lender to the sum secured by the Security instrument as paid to Lender. Such proceeds elements, or for any convenience in lieu of condominium, are hereby assigned and shall be paid to Lender. Such proceeds connection with any condominium or other take it all or any part of the property, except or consequential, payable to Borrower in connection of any award or claim for damages, direct or consequential, payable to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in

Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be

Borrower shall give Lender a prompt notice of any lapse in required hazard coverage.

(ii) Borrower's obligation under Uniform Convention 5 to maintain hazard insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association.

(i) The yearly premium installments for hazard insurance on the property; and

(ii) Lender's waiver of any lapse in required hazard coverage.

Borrower shall give Lender a prompt notice of any lapse in required hazard coverage.

(i) The yearly premium installments for hazard insurance on the property; and

(ii) Lender's waiver of any lapse in required hazard coverage.

Borrower shall perform all of its obligations under the Condominium Documents.

A. Condominium Obligations. Borrower shall perform all of its obligations under the Condominium Documents.

B. Hazard Insurance. The "Condominium Documents," arc the: (i) Declaration of any other documents which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay when due, all dues and assessments imposed pursuant to the Condominium Documents.

C. Condominium Documents. The "Condominium Documents," are the: (i) Declaration of any other documents which includes Borrower's interest in the Owners' Association or use of its members, proceeds and benefits of Borrower's interest.

"Owners' Association," holds title to property for the benefit of other entities which acts for the Condominium Project (the "Condominium Project"). If the owners' association or other entity which acts for the Condominium Project (the "Condominium Project")

"(Name of Condominium Project)" includes a unit in, together with all undivided interests in the common elements of, a condominium project known as:

5740 N. Sherridan Condo Association

The property includes a unit in, together with all undivided interests in the common elements of, a condominium project

of the same date and covered by the property described in the Security Instrument and located at:

5740 N. Sherridan #111 Chicago IL 60650

"Security Instrument," of the same date given by the Undersigned (the "Borrower") to secure Borrower's Note to

"Affiliated Bank/North Shore National Trustee" to secure Borrower's Note to

"Security Instrument," of the same date given by the Undersigned (the "Borrower") to secure Borrower's Note to

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

This Condominium Rider is made this 18th day of December 1989,

## CONDOMINIUM RIDER

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